

# STATE OF MONTANA TERM CONTRACT

DEPARTMENT OF ADMINISTRATION  
PURCHASING BUREAU  
165 MITCHELL BUILDING  
HELENA MT 59620-0135  
PHONE: (406) 444-2575 FAX: (406) 444-2529

T.C. # 447-B

AGRICULTURAL CHEMICALS

This is a non-exclusive contract

CONTRACT PERIOD	FROM	MARCH 1, 1998	CONTRACT YEAR	NEW (X)
	TO	FEBRUARY 28, 1999		RENEW ( )
VENDOR ADDRESS	TRADER JOHN FARM & RANCH SUPPLY 8924 SOUTH FRONTAGE ROAD BILLINGS MT 59101		ORDER ADDRESS	TRADER JOHN FARM & RANCH SUPPLY 8924 SOUTH FRONTAGE ROAD BILLINGS MT 59101
ATTN:	MIKE COKER		ATTN:	MIKE COKER
PHONE:	800-775-1540 / (406) 652-1125		PHONE:	800-775-1540 / (406) 652-1125
FAX:	(406) 652-1131		FAX:	(406) 652-1131

PRICES ➤ PER CONTRACT  
DELIVERY ➤ 14 DAYS ARO  
F.O.B. ➤ AGENCY LOCATION \$100 MINIMUM ORDER  
TERMS ➤ NET 30 DAYS

REMARKS:

BRAD SANDERS, Contracts Officer

AUTHORIZED SIGNATURE/DATE

**STATE OF MONTANA - TERM CONTRACT**  
**Standard Terms and Conditions**

**The following standard terms apply unless specifically stated otherwise within the term contract.**

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**REFERENCE TO CONTRACT**

The contract (Purchase Order) number MUST appear on all invoices, packing lists, packages and correspondence pertaining to the contract. Furnish all invoices in triplicate.

**SHIPPING**

Goods shall be shipped prepaid, F.O.B. Destination. In the event the terms specify F.O.B. Shipping Point, shipping charges will be prepaid and itemized as a separate line item on invoicing. Such shipments shall be via the least expensive way. The State reserves the right to refuse any C.O.D. delivery.

**PAYMENT TERM**

All payment terms will be computed from the date of delivery of goods OR receipt of a properly executed invoice, whichever is later. The State is allowed 30 days to pay such invoices.

**TAX EXEMPTION**

The State of Montana is exempt from Federal Excise Taxes (#81-0302402).

**HAZARDOUS CHEMICAL INFORMATION**

The contractor shall provide one set of the appropriate material safety data sheets and container label upon delivery of a hazardous chemical to the user agency. All safety data sheets and labels will be in accordance with the OSHA "Hazard Communication Rule", 29 CFR 1910 and 50-78-101 through 50-78-402 MCA.

**VENUE**

This contract is governed by the laws of Montana. The parties agree that any litigation concerning this bid, proposal or subsequent contract must be brought in the First Judicial District in and for the County of Lewis and Clark, State of Montana, and each party shall pay its own costs and attorney fees.

**NON-DISCRIMINATION**

The State of Montana does not discriminate on the basis of disability in admission to, access to, or operations of its programs, services, or activities. Individuals who need aids, alternative document formats or services for effective communications or other disability-related accommodations in the programs and services offered, are invited to make their needs and preferences known to this office. Please provide as much advance notice as possible for requests.

The contractor must comply with the Montana Human Rights Act, the Civil Rights Act of 1964, the Age

Discrimination Act of 1975, the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973. All hiring for goods and services purchased by this contract must be on the basis of merit and qualifications; there may not be discrimination on the basis of race, color, religion, creed, political ideas, sex, age, marital status, physical or mental disability, or national origin by the persons performing this contract.

**HOLD HARMLESS/INDEMNIFICATION**

The contractor agrees to indemnify the state, its officials, agents, and employees, while acting within the scope of their duties as such, harmless from and against all claims, demands and causes of action of any kind or character, including the cost of defense, arising in favor of the contractor's employees or third parties on account of bodily or personal injuries, death, or damage to property arising out of services performed, goods or rights to intellectual property provided or omissions of services or in any way resulting from the acts or omission of the contractor and/or its agents, employees, subcontractors or its representatives under this agreement, all to the extent of the contractors negligence.

**ACCESS AND RETENTION OF RECORDS**

The contractor agrees to provide the Department, Legislative Auditor or their authorized agents, access to any records necessary to determine if the contract has been complied with. The contractor agrees to create and retain records supporting the services rendered (or goods delivered) for a period of three years after either the completion date of this contract or the conclusion of any claim, litigation or exception relating to this contract taken by the State of Montana or third party.

**CONFORMANCE WITH INVITATION FOR BID/PROPOSAL**

No alteration in any of the terms, conditions, delivery, price, quality, quantities or specifications of the order as established by quotation from the contractor, shall be granted without prior written consent of the Purchasing Bureau. Goods delivered which do not conform to the contract terms, conditions and specifications may be rejected and returned at the contractor's expense.

State agencies will place orders directly with the contractor during regular working hours. Orders may be placed by phone and will be confirmed with a written memo or purchase order. The agency will reference the term contract number on all purchase orders or correspondence pertaining to the contract.

Revised 03/98

AGRICULTURAL CHEMICALS

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1.0 GENERAL

Provide agricultural chemicals for various State agencies for the period of March 1, 1998 to February 29, 2000. The last term contract generated approximately \$150,000 in orders, per year.

## 1.1 NON-EXCLUSIVE CONTRACT

The intent of this contract is to provide state agencies with an expedited means of procuring supplies and/or services. This contract is for the convenience of state agencies and is considered by the Purchasing Bureau to be a "Non-exclusive" use contract. Therefore, agencies may obtain this product/service from sources other than the contract holder(s) as long as they comply with Title 18, MCA and their delegation agreement. The Purchasing Bureau does not guarantee any usage.

## 1.2 DELETED

## 1.3 Brand names indicate quality and/or use desired.

## 1.4 Prices must remain firm for the contract period.

## 1.5 PREFERENCE NOT APPLIED

Funding for these products may be provided by the Federal Government. Preferences for Montana residency and Montana manufacture will not be considered in the award. (Ref: ARM 2.5.403)

2.0 TERMS AND CONDITIONS

## 2.1 CONTRACT TERM

This contract will run from March 1, 1998 through February 28, 1999.

## 2.2 CONTRACT RENEWAL

This contract may, upon mutual agreement between the parties and according to the terms of the existing contract, be extended in one (1) year intervals for a period not to exceed two (2) additional years. This extension is dependent upon legislative appropriations and in no case may this contract run longer than a four (4) year period.

## 2.3 COOPERATIVE PURCHASING

The bidder/contract holder agrees to provide public procurement units, meeting the conditions of Section 18-4-402, MCA, with the offered supplies and/or services, per the prices, terms, and conditions of this contract.

## 2.4 PROCUREMENT CARD

The State of Montana has implemented a Procurement Card (GE MasterCard) Program to give agencies the ability to charge purchases made from these

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contracts. The State of Montana prefers this method of payment.

## 2.5 TERMINATION

Either party may terminate this contract by giving one hundred and twenty (120) days prior written notice to the other party. If the products, services or conditions of this contract are not acceptable, the State may terminate the contract immediately upon written notice.

## 3.0 BID/CONTRACT REQUIREMENTS

### 3.1 ESTIMATED USAGE DATA

The estimated usage data provided in this Invitation for Bid is based on data derived from the previous contract. This data is intended to be used for bidding purposes only and does not constitute a fixed purchasing obligation on behalf of the State of Montana or its agencies. Agricultural and/or seasonal necessity will determine actual quantities required. Products will be ordered on as needed basis.

### 3.2 TERM CONTRACT REPORTING

The successful term contract holder(s) shall furnish to the State of Montana, Purchasing Bureau, reports of term contract usage. Each report shall contain the product name, size, total quantity sold of each item and total dollars expended. Reports shall be due at the end of the every six month period, and the last report shall be due ten weeks prior to the expiration date of the contract. Reported volumes and dollar totals may be checked by the Purchasing Bureau against state records for verification. Failure to provide timely or accurate reports is justification for cancellation of the contract and/or removal of the supplier's name from the responsible bidders list.

## 4.0 ORDERING

4.1 Please insert in the space below the name of person(s) to contact, address, and telephone number where orders are to be placed by State agencies:

<u>MIKE COKER</u>	<u>800-775-1540</u>
<u>DJ GRANSBERY</u>	<u>800-775-1540</u>

Telephone:

Fax Phone:

(800)775-1540

(406)653-1131

Yes \_\_\_\_\_

No \_\_\_\_\_

4.2 This contract may be utilized by all State agencies. Agencies will place orders by telephone, fax, or mail during normal weekday working hours using the contract identification number. Telephone orders will be confirmed in writing. There will be a \$100.00 minimum order to each delivery location.

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- 4.3 Return Goods Policy. Bids must include a return goods policy detailing authorization procedures for return of unopened containers, damaged goods, unauthorized substitutions, etc. Authorized return of goods **will not** be subject to any re-stocking fees.
- 4.4 Substitutions. The Contractor will not make substitutions for items ordered without documented authorization from the State agency. Substitutions are required to meet all original specifications. Substitutions received that do not meet or exceed required specifications will be returned at the Contractor's expense.

It will be the responsibility of the Contractor to prove equal quality or proper substitution of any alternative products offered by furnishing detailed specifications and, if necessary, a sample of the product for evaluation.

5.0 IDENTIFICATION/INVOICING/PAYMENT

- 5.1 Contractors must establish accounts for each user agency. Failure to do so will be sufficient grounds for cancellation.
- 5.2 Contractors will submit an original and 2 copies of each invoice to each individual agency ordering goods. Term Contract number 4 -B must appear on all invoices, shipping and packing labels and correspondence.
- 5.3 All goods are to be shipped prepaid FOB destination. The State will not accept COD shipments.
- 5.4 Damage claims and/or mis-shipped items will be the responsibility of the Contractor. Damaged and/or mis-shipped supplies must be replaced by the Contractor, at no cost to the State, within seven (7) days of notification.
- 5.5 Any products offered with an applicable shelf-life must be date stamped. Dated products must have an average or normal shelf-life expectancy of at least one (1) year. Materials with more than one year dating shall be returned at the supplier's expense.
- 5.6 Hazardous Chemical Information

The contractor shall provide one set of the appropriate material safety data sheet(s) and container label(s) upon delivery of a hazardous chemical to the user agency. All safety data sheets and labels will be in accordance with the Occupational Safety and Health Administration's "Hazard Communication Rule," 29 CFR 1910 and 50-78-101 through 50-78-402, Montana Codes Annotated.

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1. 675-90  
AMINE 2-4-D: 5 Gallon Container.  
ESTIMATED USE: 100 GAL  
  
BRAND/MODEL: SETRE GAL \$ 10.74  
[1]
2. 675-90  
AMINE 2-4-D: 30 Gallon Container  
ESTIMATED USE: 750 GAL  
  
BRAND/MODEL: SETRE GAL \$ 10.49  
[2]
3. 675-90  
AMINE 2-4-D: 55 Gallon Container.  
ESTIMATED USE: 550 GAL  
  
BRAND/MODEL: SETRE GAL \$ 10.06  
[3]
4. 675-90  
ARSENAL: 2/2.5 Gallon/Case.  
ESTIMATED USE: 200 GAL  
  
BRAND/MODEL: ARSENAL GAL \$ 237.57  
[4]
5. 675-90  
ATRAZINE 4L: 2-1/2 Gallon Containers, 2 Case.  
ESTIMATED USE: 10 GAL  
  
BRAND/MODEL: ATRAZINE 4L GAL \$ 8.25  
[5]
6. 675-90  
BANVEL: 2-1/2 Gallon Containers, 2/Case.  
ESTIMATED USE: 100 GAL  
  
BRAND/MODEL: BANVEL GAL \$ 78.32  
[6]
7. 675-90  
BROMOXYNIL + MCPA: 5 Gallon Container.  
ESTIMATED USE: 10 GAL  
  
BRAND/MODEL: BROMOXYNIL + MCPA GAL \$ 38.00  
[7]

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8. 675-90  
BRONATE: 2-1/2 Gallon Container.  
ESTIMATED USE: 15 GAL
- BRAND/MODEL: BRONATE GAL \$ 38.00  
[8]
9. 675-90  
BUCTRIL: 2-1/2 Gallon Containers, 2/cs.  
ESTIMATED USE: 10 GAL
- BRAND/MODEL: BUCTRIL GAL \$ 41.00  
[9]
10. 675-85  
COUNTER: 50# Bag.  
ESTIMATED USE: 50 LB
- BRAND/MODEL: COUNTER LB \$ 2.00  
[10]
11. 675-85  
CURTAIL:  
ESTIMATED USE: 10 GAL
- BRAND/MODEL: CURTAIL GAL \$ 34.50  
[11]
12. 675-85  
EMBARK 2-5:  
ESTIMATED USE: 90 GAL
- BRAND/MODEL: EMBARK 2-5 GAL \$ 125.00  
[12]
13. 675-90  
EPTAM 7E: 5 Gallon Container.  
ESTIMATED USE: 5 GAL
- BRAND/MODEL: EPTAM 7E GAL \$ 25.00  
[13]
14. 675-90  
FORMULA 358: 2 1/2 Gallon Container, 2 per case  
ESTIMATED USE: Unknown
- BRAND/MODEL: STA PUT GAL \$ 8.67  
[14]

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15. 675-90  
HI-DEP: 30 Gallon Drum  
ESTIMATED USE: 600 GAL  
  
BRAND/MODEL: HI-DEP GAL \$ 16.19  
[15]
16. 675-90  
HI-DEP: 2/2.5 Gallon Containers/Case.  
ESTIMATED USE: 150 GAL  
  
BRAND/MODEL: HI-DEP GAL \$ 17.32  
[16]
17. 675-90  
HOELON 3 EC: 2-1/2 Gallon Container.  
ESTIMATED USE: 10 GAL  
  
BRAND/MODEL: HOELON 3 EC GAL \$ 53.00  
[17]
18. 675-90  
KARMEX DF: 4 LB Bags/ 12 Per Case.  
ESTIMATED USAGE: Unknown  
  
BRAND/MODEL: DIREX 80DF LB \$ 3.65  
[18]
19. 675-90  
KROVAR I: Dry Flowable, 6# Container.  
ESTIMATED USE: 100 LB  
  
BRAND/MODEL: KROVAR I GAL \$ 9.96  
[19]
20. 675-90  
OUST: (To be mixed with Krovar by the State),  
48 oz. Container.  
ESTIMATED USE: 48 OZ  
  
BRAND/MODEL: OUST GAL \$ 161.17  
[20]
21. 675-85  
PRAMITOL 5PS: Granular 50# Bag.  
ESTIMATED USE: 4,000 LB  
  
BRAND/MODEL: PRAMITOL 5PS LB \$ 1.59  
[21]



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22. 675-85  
PRAMITOL 5 PS: Granular, 20# Bag.  
ESTIMATED USE: 100 LB
- BRAND/MODEL: PRAMITOL 5PS LB \$ 1.69  
[ 22 ]
23. 675-90  
PRAMITOL 25E: 5 Gallon Container.  
ESTIMATED USE: 20 GAL
- BRAND/MODEL: PRAMITOL 25E GAL \$ 19.03  
[ 23 ]
24. 675-90  
R-11 SPREADER: 2-2/5 Gallon Container Case.  
ESTIMATED USE: 70 GAL
- BRAND/MODEL: SPRET GAL \$ 9.95  
[ 24 ]
25. 675-90  
ROUNDUP: 2-1/2 Gallon Containers, 2/Case.  
ESTIMATED USE: 200 GAL
- BRAND/MODEL: ROUNDUP GAL \$ 45.95  
[ 25 ]
26. 675-90  
STINGER:  
ESTIMATED USE: 5 GAL
- BRAND/MODEL: STINGER GAL \$ 436.00  
[ 26 ]
27. 675-90  
TRANSLINE: 2 ½ Gallon Container.  
ESTIMATED USE: 50 GAL
- BRAND/MODEL: TRANSLINE GAL \$ 285.00  
[ 27 ]
28. 675-90  
SURFACTANT: Non-Ionic, 1 Gallon Container.  
ESTIMATED USE: 50 GAL
- BRAND/MODEL: SPRET GAL \$ 9.95  
[ 28 ]

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29. 675-90

SURFLAN: 4/1 Gallon Containers/Case.

ESTIMATED USE: 3 GAL

BRAND/MODEL:	<u>SURFLAN</u>	GAL	\$ <u>66.65</u>
			[ 29 ]

30. 675-90

TORDON 22k: 2-1/2 Gallon Containers, 2 Case.

ESTIMATED USE: 600 GAL

BRAND/MODEL:	<u>TORDON 22K</u>	GAL	\$ <u>77.34</u>
			[ 30 ]

31. DELETED

OPTIONAL CHEMICALS. THESE CHEMICALS WILL BE OFFERED AS A CONVENIENCE ONLY.

32. 675-90

CAMPAIGN: 2 ½ Gallon Container, 2 per case

ESTIMATED USAGE: Unknown

BRAND/MODEL:	<u>CAMPAIGN</u>	GAL	\$ <u>27.95</u>
			[ 32 ]

33. 675-90

CAMPAIGN: 30 Gallon Drum

ESTIMATED USAGE: Unknown

BRAND/MODEL:	<u>CAMPAIGN</u>	GAL	\$ <u>26.95</u>
			[ 33 ]

34. 675-90

ERADICANE EXTRA: 5 Gallon Container.

ESTIMATED USE: 10 GAL

BRAND/MODEL:	<u>ERADICANE EXTRA</u>	GAL	\$ <u>28.82</u>
			[ 34 ]

35. 675-90

MCPA + ESTER: 2-1/2 Gallon Container.

ESTIMATED USE: 10 GAL

BRAND/MODEL:	<u>MCPA + ESTER</u>	GAL	\$ <u>16.76</u>
			[ 35 ]